

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 1, 1998

INVITATION FOR BIDS

NO. IFB-98-166-O

SEALED BIDS

FOR

FURNISHING

NURSING SERVICES
FOR
HAWAII STATE HOSPITAL
DEPARTMENT OF HEALTH

will be received up to and opened at 2:00 p.m. (HST)

on

May 27, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mrs.
Corinne Higa at telephone (808) 586-0568, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-166-O

Name of Company

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

6/03/96

NURSING SERVICES
FOR HAWAII STATE HOSPITAL
DEPARTMENT OF HEALTH
IFB-98-166-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ☐ Yes ☐ No

The following offer is hereby submitted for Nursing Services for Hawaii State Hospital, as specified herein:

Item No.	Description	*Direct Labor Rate	**Unit Bid Price Per Hour
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GROUP I

REGISTERED PROFESSIONAL NURSES-LONG TERM HIRE

1.	Hourly rate for RPN hired for eighty (80) regular hours in a two (2) week schedule, working 8-hour shifts, 13 weeks minimum	\$_____	\$_____
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GROUP II

REGISTERED PROFESSIONAL NURSES-TEMPORARY HIRE

2.	Hourly rate for RPN hired for less than eighty (80) hours in a two (2) week schedule	\$_____	\$_____
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GROUP III

PARA-MEDICAL ASSISTANTS-TEMPORARY HIRE

3.	Hourly rate for PMA hired for less than eighty (80) hours in a two (2) week schedule	\$_____	\$_____
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(*) Direct labor rate is the hourly rate paid to the RPN/PMA by the Contractor excluding differentials and shall be no less than the current wage rate for the applicable State position.

(**) The Unit Bid Price per hour shall be the direct labor rate plus all other expenses for furnishing the services requested herein, including all applicable taxes.

Offeror _____

Offeror shall provide the following information in accordance with the Special Provisions:

REFERENCES:

1. Hospital/Institution: _____
Address: _____
Point of Contact: _____
Phone Number: _____ Fax Number: _____
2. Hospital/Institution: _____
Address: _____
Point of Contact: _____
Phone Number: _____ Fax Number: _____

OFFICE LOCATION(S):

Address: _____
Point of Contact: _____
Phone No.: _____ Fax No.: _____

INSURANCE:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
Commercial General Liability	_____	_____	_____
Medical Professional Liability	_____	_____	_____
Workers Compensation	_____	_____	_____
Temporary Disability	_____	_____	_____
Prepaid Health Care	_____		

Unemployment Insurance: State of Hawaii Labor No. _____

Offeror _____

SUBCONTRACTOR(S):

Will any part of the services specified herein be subcontracted?

YES _____ NO _____

If yes, list below all subcontractors to be used and what portion of the services the subcontractor(s) will be providing (use additional sheets of paper if necessary):

1. Name of Subcontractor: _____

Portion of services to be provided by subcontractor:

2. Name of Subcontractor: _____

Portion of services to be provided by subcontractor:

Offeror _____

SPECIFICATIONS

SCOPE OF WORK

Nursing services consisting of Registered Professional Nurses (RPNs) and Para-Medical Assistants (PMAs) to supplement existing staff of the hospital are required to be performed for the Department of Health (DOH) at the Hawaii State Hospital (HSH).

Based on past experience, a single Contractor has been unable to provide a 100% fill rate for either long term RPNs or temporary hire RPNs and PMAs at HSH; therefore, this Invitation For Bids (IFB) will result in the award of more than one contract as detailed in the SPECIAL PROVISIONS on Page SP-5, METHOD OF AWARD.

All offerors shall have the option of subcontracting RPNs and PMAs from other nursing agencies to meet the requirements specified herein, provided the subcontractor is listed in the offer submittal and is approved by HSH prior to contract award.

The Contractor shall not recruit RPNs/PMAs from the staff of HSH to become employees of the Contractor.

At the time of award, each Contractor shall provide HSH with a list of RPNs and/or PMAs who are available for work. HSH will review resumes and competency self-evaluation (**Exhibit 1**) of available RPNs and PMAs prior to their assignment at the hospital. Subject to the hospital's review of RPNs'/PMAs' credentials and references, the hospital may decline assignment of any RPN/PMA referred by the Contractor without having to qualify or justify the reason.

1. For each RPN listed, the Contractor shall provide a folder containing the following information which has been verified as accurate and current by the Contractor:
 - Proof that the RPN possesses a current and valid registered nurse's license issued by the State of Hawaii or accepted by the State of Hawaii
 - Proof that the RPN has a minimum of one (1) year's experience in a psychiatric hospital setting
 - Proof that the RPN has a current CPR card
 - A list of the RPN's references and qualifications which ensure that the RPN is qualified for the position
 - Resume and competency self-evaluation
2. For each PMA listed, the Contractor shall provide a folder containing the following information which has been verified as accurate and current by the Contractor:
 - Proof that the PMA has a minimum of six (6) month's experience in a formal psychiatric setting
 - Proof that the PMA has a current CPR card
 - A list of the PMA's references and qualifications which ensure that the PMA is qualified for the position
 - Resume and competency self-evaluation

3. The Contractor shall inform the RPN/PMA whose names are provided as potential candidates for employment at HSH, that HSH shall require proof that the candidate has had a physical exam within one calendar year of the estimated hire date and proof that Rubella, P.P.D., and any other immunizations required by the hospital shall be obtained by the RPN/PMA prior to employment at HSH. Proof of the physical and immunizations shall be provided to HSH by the RPN/PMA prior to any employment offer being made.
4. All Contractor's RPNs and PMAs shall be evaluated during the first ten (10) shifts of work at HSH (**Exhibit 2**).

WORK ENVIRONMENT

Hawaii State Hospital is located in the foothills of the Koolau mountains and has a magnificent ocean view. It is a 194 bed hospital that provides psychiatric care to adult patients who have been civilly or forensically committed, or who have signed themselves into the hospital voluntarily.

The patients are located in seven (7) separate patient care areas which range from closed admission wards to open nonacute units. The patient population covers a wide range of diagnoses.

RESPONSIBILITIES AND DUTIES

General:

While providing patient care services at the hospital, each RPN shall comply with all provisions of the licensing laws under which the nurse is licensed and with the regulations promulgated thereunder. Each RPN and PMA shall comply with all nursing policies and procedures adopted by the hospital to protect the health and welfare of its patients.

Applies to RPN only:

- Works under the supervision of the Unit Nurse Manager or designee
- Provides a safe environment for the provision of nursing care to psychiatric patients
- Exhibits a familiarity with psychotropic medications
- Must be skilled in addressing escalating/acting out behavior on the part of the patients
- Must be able to prioritize and organize work related tasks for self and subordinates
- Must be able to facilitate multi disciplinary treatment team approach to care

Applies to PMA only:

- Works under the supervision of RPN
- Provides patient monitoring and patient escort
- Must be able to accurately assess vital signs
- Assists in de-escalating patient behavior under the direction of the charge nurse

KNOWLEDGE/SKILLS REQUIRED

Applies to RPN only:

- Licensed in Hawaii or possesses a license accepted by the State of Hawaii
- Graduate of an accredited school of nursing
- One (1) year of psychiatric hospital experience
- Leadership skills

Applies to PMA only:

- High school graduate
- Six (6) month's experience in a formal psychiatric setting
- Ability to take vital signs

DELIVERY OF SERVICES

Hawaii State Hospital shall first place a request with the Contractor who submitted the lowest offer when services of the Contractor's RPNs or PMAs are desired. The requests shall be made via telephone, fax or e-mail.

This Contractor shall confirm whether or not the request for services can be filled and shall follow up in writing to HSH. If the Contractor is unable to provide the required RPN/PMA, HSH shall contact the Contractor who submitted the second lowest offer, etc. until the request is filled. The Contractor(s) for Group I shall have forty-eight (48) hours to confirm whether or not they are able to fill the request. For Groups II and III, the Contractor(s) shall provide HSH with an immediate answer as to whether or not they can fill the request. If none of the contractors can fill the request, HSH reserves the right to obtain the required services from other available sources in the open market.

Requests shall include all information pertaining to the assignment of the RPN/PMA during the request period. The hospital shall specify the dates and shifts which the RPN/PMA is required to work and the nursing area of the hospital to which the RPN/PMA will be assigned, although the RPN/PMA may be required to work in another nursing area if an emergent need arises.

Two categories of services will be required under this contract. The first is for long term hire RPNs to fill vacant positions. These RPNs will be contracted to work for a minimum of thirteen (13) weeks. The hospital shall guarantee each of these RPNs eighty (80) regular hours in a two (2) week schedule when working 8-hour shifts. The amount of prior notice that HSH will give the Contractor will be determined on a case-by-case basis depending on the urgency of the need for services.

The second category is for temporary hire RPNs/PMAs to work up to eighty (80) hours in a two (2) week schedule to fill a critical shift that is vacant due to vacation or illness of a State employee. For these individuals, the hospital shall use its best efforts to request the required RPN/PMA at least two (2) hours prior to the time the individual is to report for work at the hospital.

However, the Contractor(s) shall be prepared to fill ten (10) minimum long term hire RPN and fifteen (15) temporary hire PMA positions at all times during the contract period. These numbers are estimates only and are subject to change as HSH is in the process of actively recruiting RPNs/PMAs as State employees to fill vacant positions. Proof of availability of qualified personnel is required at time of offer submittal.

ORIENTATION

It shall be the responsibility of the hospital to orient RPNs/PMAs to the facility and acquaint them with the hospital's nursing policies as may be necessary for the performance of their duties. The hospital agrees to provide a minimum of 16 hours of unpaid orientation time to all new assignees to the hospital. Included in the orientation for both RPNs and PMAs will be CPMR training (Conflict: prevention, management, and resolution) (**Exhibit 3**). Orientation will be voluntary. Mandatory unpaid CPMR drills are required every six (6) months.

CANCELLATION OF REQUESTS FOR SERVICES

The hospital reserves the right to cancel requests for temporary hire RPN/PMA services a minimum of two (2) hours prior to the reporting time without incurring any liability or charges, provided the RPN/PMA has not reported for duty at the hospital.

DISMISSAL OF RPN/PMA BY HSH FOR PROPER CAUSE

If the Hospital Administrator, the hospital's Director of Nursing, or his/her designee makes the discretionary determination that an RPN/PMA referred by the Contractor is incompetent; negligent; has engaged in misconduct; fails to comply with pertinent hospital or department policies, rules, or regulations; or their performance is not in accordance with the standard practices at the hospital the hospital may require the RPN or PMA to leave the hospital's premises.

Should this occur, the hospital shall orally inform the Contractor within two (2) hours thereof. Within five (5) working days of dismissal of the RPN/PMA as outlined above, the hospital shall follow up with a letter to the Contractor setting forth the specific facts which resulted in the dismissal of the RPN/PMA by the hospital.

The hospital's obligation to compensate the Contractor for such RPN/PMA services shall be limited to the hours actually worked and the hospital shall have no further obligation with respect to such RPN's/PMA's assignment.

The Contractor shall provide replacements, within two (2) weeks for long term hire RPNs and within two (2) hours for temporary hire RPNs and PMAs, for those RPNs/PMAs whose assignments have been terminated by the hospital or who have chosen not to complete their assignment.

PERMANENT HIRING OF RPN/PMA

Any RPN or PMA who is an employee of the Contractor may become an employee of the hospital at the termination of his/her assignment without compensation paid to the Contractor by HSH.

HOLIDAYS

A. The following days of each year are established as holidays:

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- President's Day
- Prince Kuhio Day
- Good Friday
- Memorial Day
- King Kamehameha I Day
- Independence Day
- Admission Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

All election days, except primary and special election days, in the county wherein the election is held;

Any day designated by proclamation by the President of the United States or by the Governor of the State of Hawaii as a holiday.

B. Observance of Holidays

1. Employees whose workdays fall on Monday through Friday during the work week in which a holiday occurs shall observe such holiday as provided below:

<u>Day Holiday Falls</u>	<u>Day Holiday Observed</u>
Saturday	Friday preceding holiday
Sunday	Monday following holiday
Workday	Workday

2. Employees whose workdays fall on other than Monday through Friday during the work week in which a holiday occurs shall observe such holiday as provided below:

<u>Day Holiday Falls</u>	<u>Day Holiday Observed</u>
Day Off	First workday after day off
Workday*	Workday*

*EXAMPLE: If workweek is Wednesday through Sunday, days off would be Monday and Tuesday. If the holiday falls on a Monday, the employee would have Wednesday off. If the holiday falls on a workday, then the employee would have that same workday off for the holiday.

FINANCIAL RECORDS

Contractor shall be responsible to keep competent financial records of all transactions regarding the nursing contract, and if requested, shall provide financial information to the hospital.

RESPONSIBILITIES OF CONTRACTOR

Contractor's Employees or Agents: All work required under this Contract shall be performed by the Contractor or its employees. The Contractor shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed under this Contract. The Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a party to this Contract for all loss, damage, or injury caused by the Contractor, or the Contractor's employees or agents in the course of their employment.

Taxes and Licenses: The Contractor shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the Contractor by reason of this Contract, including but not limited to (a) income taxes, (b) employment related fees, assessments, and taxes, and (c) general excise taxes. The Contractor is further responsible for obtaining all licenses, permits and certificates that may be required by reason of the Contract, including but not limited to a general excise tax license from the Department of Taxation, State of Hawaii.

Insurance: The Contractor shall be responsible for securing any and all insurance coverage for the Contractor and the Contractor's employees and agents which is or may be required by law during the pendency of this Contract. The Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage.

Qualification of Employees and Agents: The Contractor shall secure, at the Contractor's own expense, all personnel required to perform the services required by this Contract. The Contractor shall ensure that the Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

Subcontracting: The Contractor shall not assign or subcontract any of the Contractor's duties, obligations, or interests under this Contract without the prior written consent of HSH. If the Contractor finds it necessary to subcontract some of the work herein, and HSH consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the Contractor of his/her obligation and liability under his/her contract with the State and all persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

Further, the Contractor's responsibilities shall include, but not be limited to the following:

- The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act in order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruption in the performance of this contract.
- The Contractor shall maintain an accurate record of, and shall report to the Hospital Administrator in the manner and on the forms prescribed by the facility, exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.
- The Hospital Administrator or the Hospital's Director of Nursing will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Hospital Administrator or the Hospital's Director of Nursing may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

SUPERVISORY CONTROLS

The physicians provide direct instructions concerning patients. The nurse independently plans, schedules, and provides comprehensive nursing skill with specific instructions for each patient. Supervisor discusses assigned patients at some time during the shift. Emergencies or unusual problems are reported to the physician and/or the supervisory nurse, as appropriate. Work is subject to review during rounds. The Hospital Administrator is ultimately responsible for the operations.

The Hospital Administrator or a designated representative will monitor the Contractor's and his/her employees' compliance with the terms of this contract and evaluate services performed. Unacceptable "professional nursing" practice will be evaluated by the Hospital Administrator or a designated representative who may at any time suspend the RPN/PMA from performing the services under the provisions of this contract. The Hospital Administrator also retains the right of suspension or termination of privileges. Any such suspension will not be subject to challenge by the Contractor.

SPECIAL PROVISIONS

SCOPE

The furnishing of Nursing Services for the Department of Health at the Hawaii State Hospital (HSH) on the Island of Oahu shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, and on the Internet at <http://www.state.hi.us>.

STATE'S COMMITMENT

In return for prices submitted, Hawaii State Hospital (HSH) will obtain their requirements for RPN and PMA services listed herein from the successful lowest offeror for each group. If this Contractor is unable to provide any portion of the requested RPN and/or PMA services, HSH will contact the second lowest offeror for the applicable group to fill the request. If this Contractor is unable to provide any part of the requested RPN and/or PMA services, HSH will then contact the third lowest offeror for the applicable group, etc. until the request is filled.

However, if none of the Contractors are able to provide any part of the requested services or when available personnel provided by the Contractor(s) are not in compliance with the requirements specified herein, the State reserves the right to obtain nursing services from other available sources in the open market.

It is understood that the State will continue to recruit RPNs and PMAs and fill vacant RPN and PMA positions under the State civil service system. The purpose of this contract is to make available RPNs and PMAs to fill the positions while vacant.

CONTRACT ADMINISTRATOR

For purposes of this contract, Dr. Beverlee Cox, Chief Director of Nursing of the Department of Health, Hawaii State Hospital, or her authorized representative is named Contract Administrator. Dr. Cox may be contacted at (808) 247-2191.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing Nursing Services for the twelve-month period, August 1, 1998 through July 31, 1999 or for the twelve-month period as indicated on the resulting contract. Unless terminated, contract shall be extended, without the necessity of rebidding and upon mutual agreement in writing at least sixty (60) days prior to expiration, for a period not to exceed twelve (12) months; provided the contract price remains the same or lower than the initial price bid or unless contract price is increased due to increase in wages to State employees as specified herein.

BIDDER QUALIFICATION

1. Offeror shall have at least twelve (12) months experience in operating a Nursing Service business. Proof shall be furnished upon request.
2. Offeror shall conduct business during normal working hours and shall also be accessible 24 hours a day, seven days a week, to respond to requests and/or complaints.
3. Offeror shall have an Oahu based business office only if submitting an offer for Group II (RPN - Temporary Hire) and/or Group III (PMA - Temporary Hire). Proof of site office shall be required.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Prices. Offeror(s) shall provide a Direct Labor Rate for each group for which a offer is submitted. The Direct Labor Rate is the hourly rate paid to the RPN or PMA by the Contractor and shall be no less than the current wage rate for the applicable State position.

Offeror(s) shall provide a Unit Bid Price Per Hour for each group for which a offer is submitted. The Unit Bid Price Per Hour is the direct labor rate plus all applicable ground and air transportation costs, housing costs, taxes, and all other expenses to be incurred in providing the services specified herein.

Each group will be awarded separately; therefore, offerors do not have to bid on all of the groups in order to be considered for award.

It is understood that Unit Bid Price Per Hour plus the following differentials, holiday, and/or overtime rates, when applicable, shall be the all-inclusive cost to the State.

1. Night Shift Differential (1800-0600): \$1.50 and \$0.45 per hour are to be added to the direct labor rate, if applicable, when Contractor pays his/her RPNs and PMAs, respectively. If the night shift differential paid to the State position increases during the contract and/or the extension period, the rate paid to the Contractor's employees shall increase by the same amount;
2. Working Condition Differential: \$0.50 and \$0.40 per hour are to be added to the direct labor rate, if applicable, when the Contractor pays his/her RPNs and PMAs, respectively. If the working condition differential paid to the State position increases during the contract and/or the extension period, the rate paid to the Contractor's employees shall increase by the same amount;
3. Holiday rate (applicable to the holidays listed in the specifications): 1.5 times the direct labor rate;

The Contractor shall pay his/her RPNs and PMAs, and in turn be paid by the State, for the differentials as stated above, and for holidays and overtime at the rate of 1.5 times the Contractor's direct labor rate.

Housing, Transportation and Related Expenses. Housing, transportation and related expenses shall be the complete responsibility of the Contractor and are to be included in the unit bid price per hour as required herein.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Offer Guaranty. A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

Insurance. Offeror shall provide insurance information where indicated on the Offer Form.

Wage Certificate. Refer to Section 2.7 of the General Terms and Conditions. Offeror shall complete and submit the attached wage certificate by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

References. Offeror shall indicate on the Offer Form where requested, at least two hospitals and/or medical facilities to whom RPN/PMA services similar to those requested herein have been provided or are currently being provided. The State reserves the right to contact the references listed to inquire about the services provided by the bidder.

Subcontractors. Offeror shall list on the appropriate Offer page, all subcontractors to be used to perform the services specified herein. HSH reserves the right to request additional information about any subcontractor listed. Such information shall be provided to HSH within five (5) days of the request. HSH shall approve all subcontractors prior to award.

Office Location. Offeror shall provide on the Offer Form, where indicated, information regarding offeror's office address(es), telephone number(s), fax number(s), and points of contact. All offerors for Group II and/or Group III shall have local offices on the island of Oahu.

QUANTITIES

Exact quantities for RPN and PMA services cannot be determined; however, the estimated percentage of the total anticipated needs of Hawaii State Hospital, for each type of service, during the contract period are as follows:

Item No. 1 - Long Term Hire RPNs:	25%
Item No. 3 - Temporary Hire RPNs:	20%
Item No. 5 - Temporary Hire PMAs:	55%

STATUTORY REQUIREMENTS TO SECTION 103-55, HRS

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work.

The State Registered Professional Nurse III position (SR-20) performs work similar to the work required herein. The current wage rate for this State position (includes HSH differential) is \$25.50/hour.

The Paramedical Assistant III position (HC-08) performs work similar to the work required herein for the Certified Nursing Assistant (PMA). The current wage rate for this State position (includes HSH differential) \$11.38/hour.

Offerors are further advised that for the State Registered Professional Nurse III and Paramedical Assistant II positions, the State will allow increases to the contract price based on wage increases to State employees subsequent to bid opening since only the current wages of State employees performing similar work are known at the release of this bid solicitation.

In the event of a wage adjustment to State employees in these positions, the Contractor will be notified of such adjustment and the method by which the Contractor shall adjust the contract price.

Contractor shall be obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business which is accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

METHOD OF AWARD

A maximum of ten (10) awards per group, if any, shall be made pursuant to Section 3-122-145, Hawaii Administrative Rules (HAR). For each group one (1) award shall be made to the responsible offeror submitting the lowest Unit Bid Price Per Hour for that group. This Contractor shall be the first Contractor that HSH shall place all requests with for the type of services contained in that group (either RPN or PMA).

The second award for each group shall be made to the responsible offeror submitting the second lowest Unit Bid Price Per Hour for each group. This Contractor shall be contacted by HSH if the first Contractor is unable to provide any part of the requested RPN or PMA services.

The third award for each group shall be made to the responsible offeror submitting the third lowest Unit Bid Price Per Hour for each group. This Contractor shall be contacted by HSH if the first and second Contractors are unable to provide any part of the requested RPN or PMA services.

The award process shall continue as above until either all bidders have been awarded contracts, or the maximum number of awards per group has been made, whichever occurs first.

During the term of the contract, the State will not be obligated to any Contractor receiving award other than the Contractor who submitted the lowest Unit Bid Price Per Hour for each group, unless this Contractor is unable to provide the required RPN or PMA services when requested by HSH.

Prior to contract award, the State will require certification of the following insurance coverages: (1) Worker's Compensation, (2) Temporary Disability, (3) Unemployment Insurance, and (4) Prepaid Health Care.

CONTRACT EXECUTION

Successful offeror(s) shall be required to enter into a formal written contract and will receive purchase orders from Hawaii State Hospital as RPN and PMA services are required. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

If the option to extend for the additional twelve-month period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional period. Each Contractor or the State may terminate the extension at any time upon sixty (60) days prior written notice.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period as provided in Section 3.2 of the General Terms and Conditions.

SUBCONTRACTING

Contractor(s) may find it necessary to subcontract some of the work herein. It is understood that no subcontract shall under any circumstances, relieve the Contractor of his obligation and liability under this contract with the State and all persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

The Contractor(s) receiving an award as a result of this IFB will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract and will be responsible for all services whether or not the Contractor performs them.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State upon request in writing by the contracting officer.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits for both Coverages</u>
1 - Commercial General Liability (occurrence form)	\$1 million per occurrence combined single limit for bodily injury and property damages with an annual aggregate of \$1 million.
2 - Medical Professional Liability	

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

The Contractor(s) may be required to indemnify/defend the State of Hawaii, and as such, the State of Hawaii shall be named as an additional insured on the Commercial General Liability policy.

Written notice of cancellation of insurance policies shall be given to the State Procurement Office and to the Department of Health, Hawaii State Hospital.

INVOICING

Original and three copies of the invoice shall be sent monthly to the following address:

Hawaii State Hospital
45-710 Keaahala Road
Kaneohe, Hawaii 96744
Attention: Nursing Office

Invoices shall detail the services by the category provided (RPN or PMA), the number of RPNs or PMAs per category, the number of hours of service per RPN or PMA, and any other pertinent invoicing information. Invoices shall be based on the contracted Unit Bid Price Per Hour plus applicable costs for differentials, holidays, and overtime. Refer to Bid Prices in the SPECIAL PROVISION for these rates.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| | (check | only |
| | one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____